



**GAIL FARBER, Director**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 15, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AWARD OF CONTRACT TO AMERICAN PLUMBING & ROOTER, INC, FOR  
AS-NEEDED PLUMBING SERVICES AT VARIOUS NORTH COUNTY AREA PUBLIC WORKS  
FACILITIES  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract for as-needed plumbing services at various North County area Public Works facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for as-needed plumbing services at various North County area Public Works facilities in an annual sum not to exceed \$25,000, to American Plumbing & Rooter, Inc., located in Norco, California. The contract will be for a period of one year commencing on September 30, 2009, with four 1-year renewal options, not to exceed a total contract period of five years.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, American Plumbing & Rooter, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as needed and intermittent plumbing services at various North County area Public Works facilities within the unincorporated County area. The work to be performed will consist of pipe and fixture repair and replacement, cleaning and repairing blocked drains and sewers, and backflow prevention device testing. Additionally, the contractor is responsible for repairing and replacing water heaters, drinking fountains, and other miscellaneous plumbing repairs. The Department of Public Works (Public Works) has contracted for these services since 2000.

**Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contract is for an annual amount not to exceed \$25,000 plus 10 percent for unforeseen, additional work within the scope of the contract and cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the hourly rates quoted by the contractor.

The County of Los Angeles Board of Supervisors' (Board) direction on contract cost reductions in exchange for a contract extension did not apply in this case since the solicitation process was well underway prior to June 16, 2009. However, Public Works successfully negotiated with the contractor to reduce their rates, which was already the low bid, from an estimated hourly rate of \$180 for Priority I Work and \$120 for Priority II Work to \$160 and \$103, respectively. Additionally, the materials markdown (discount) percentage was increased from 10 percent to 25 percent. These reductions and increased discount were accomplished without adding extension years.

Financing for these services is included in Public Works' Fiscal Year 2009-10 various fund budgets. When the need arises for services under this contract, financing for the required services will be obtained from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board. Funds to finance the contract's option years, 10 percent additional funding for contingencies, and cost-of-living adjustments will be requested through the annual budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract agreement will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with American Plumbing & Rooter, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is American Plumbing & Rooter, Inc. The contract will commence on September 30, 2009, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on May 12, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's policy approved January 29, 2002.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

### **CONTRACTING PROCESS**

On May 11, 2009, Public Works solicited proposals from 63 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On June 10 2009, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff using the informed averaging methodology. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and materials markdown. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, American Plumbing & Rooter, Inc. Public Works determined that the price submitted by the contractor was reasonable.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

9/15/2009

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

AGREEMENT FOR  
AS-NEEDED PLUMBING SERVICES AT VARIOUS  
NORTH COUNTY AREA FACILITIES (2009-AN010)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and AMERICAN PLUMBING & ROOTER, INC., an incorporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2009, hereby agrees to provide services as described in the attached specifications for As-Needed Plumbing Services at Various North County Area Facilities (2009-AN010), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$25,000 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on September 30, 2009, or upon Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates for each category, plus Material Costs as quoted in Form PW-2, Schedule of Prices. Material costs shall be determined by the list price of the items as indicated in Ferguson Enterprises, Inc., Products Catalogue, most current itemized price listing, 1144 West Avenue L-12, Lancaster, California, 93534, (661) 949-2511. The actual list price will be determined by the price in effect at the time the service is requested, as described in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

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**ELEVENTH:** In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

**THIRTEENTH:** This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel

By \_\_\_\_\_  
Deputy

AMERICAN PLUMBING & ROOTER,  
INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## Bid Detail Information

**Bid Number :** PW-ASD 754  
**Bid Title :** AS-NEEDED PLUMBING SERVICES AT VARIOUS NORTH COUNTY AREA FACILITIES  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** MAINT & REPAIR - PLUMBING EQUIPMENT AND FIXTURES  
**Open Date :** 5/11/2009  
**Closing Date :** 5/26/2009 11:00 AM  
**Bid Amount :** \$ 25,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Plumbing Services at Various North County Area Facilities (2009-AND10). The total annual contract amount of this service is estimated to be \$25,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Joana Salinas at (626) 458 4069, [jsalinas@dpw.lacounty.gov](mailto:jsalinas@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.  
  
**Minimum Requirement(s):** Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must possess, at the time of proposal submission, a valid California Plumbing Contractors License (C-36) and current certification as a Backflow Prevention Device Tester issued by the County of Los Angeles, Department of Public Health.  
  
A Proposers' Conference will be held on Tuesday, May 26, 2009, at 11 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, First Floor, in the Small Dining Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.  
  
The deadline to submit proposals is Wednesday, June 10, 2009, at 5:30 p.m. Please direct your questions to Ms. Salinas at the number above.  
  
**Contact Name :** Joana Salinas  
**Contact Phone# :** (626) 458-4069  
**Contact Email :** [jsalinas@dpw.lacounty.gov](mailto:jsalinas@dpw.lacounty.gov)  
**Last Changed On :** 5/13/2009 8:39:32 AM

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